



# Shelby County Tennessee

A C Wharton, Jr., Mayor

## **Request for Proposal**

### **Shelby County Government**

### **Purchasing Department**

160 N. Main, Suite 550  
Memphis, TN 38103

*Issued: November 5, 2009*

*Due: December 2, 2009 no later than 3:00 P.M (Central Standard Time)*

**RFP #10-011-28**

### **Telecommunications Services**

### **Auto/Predictive Dialing System**

The Shelby County Information Technology Department is soliciting proposals to select a qualified vendor to provide a comprehensive telecommunications auto/predictive dialing system for Shelby County Government. The RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to Online Services and click on "Purchasing Bids" to locate the above-described RFP.

**The proposal, as submitted, should include all rates and information related to the services requested in the RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government.**

*A mandatory pre-proposal voice-conference call will be held Tuesday, November 17, 2009 @ 11:00 A.M. CST. If you plan to participate in the voice- conference, please contact Purchasing via email at [bob.brenner@shelbycountyn.gov](mailto:bob.brenner@shelbycountyn.gov). to register and to receive a phone number and access code # Failure to participate in the voice-conference will result in the rejection of your bid.*

Your proposal must be received in the office of Purchasing **no later than 3:00 p.m. on Wednesday, December 2, 2009.** Proposals should be addressed to:

Robert S. Brenner, Buyer  
Shelby County Government  
160 N. Main, Rm. 550  
Memphis, TN 38103

The package containing an original copy (clearly identified as original) and eight (8) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, "TELECOMMUNICATION SERVICES AUTO/PREDICTIVE DIALING SYSTEM – RFP 10-011-28 " noted on the outside.

Sincerely,

Robert S. Brenner , Buyer  
Purchasing Department Shelby County Government

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*Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.*

## I. INTRODUCTION

Shelby County Government (the “County”), on behalf of the Shelby County Information Technology Department, is seeking proposals from interested and qualified software firms to deliver, install and support a packaged telecommunications auto/predictive dialing system. This Request for Proposal (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirement / e. Selection Criteria*)
2. Clearly indicate the relationship (if any) to Nortel Networks, Inc. Indicate if it is a Channel Partner, OSS Software Partner etc., and if the product offered in this RFP is offered as a Nortel Select Product, or has been developed under the a Nortel Developer Program partnership..
3. Have all appropriate licenses and certifications required to perform the Services in the State of Tennessee.
4. Have at least three (3) years experience in developing and delivering auto/predictive dialing software, hardware and associated services, and describe in detail its experience and expertise.
5. Attest that you adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item i. (***A written statement of compliance must be provided with your response.***)
6. Adhere to all Title VI requirements and provide proof/documentation if necessary.
7. Possess the minimum insurance requirements (**Mandatory**, please review closely).

**Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance” certification number.**

***You can access the online application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) and click the link “Vendor Registration”. Please download the application instructions and read thoroughly prior to accessing the application.***

**\*\*You may respond to this solicitation prior to receiving vendor approval providing you submit an application. Please include a copy of the confirmation email (in your original RFP copy only)**

*received after submitting your application. If you have any questions regarding the application, you may contact Purchasing at (901) 545-4360 or the EOC Administration at (901) 545-4336.*

### III. CORRESPONDENCE

**All correspondence, proposals and questions concerning the RFP are to be submitted to:**

**Robert S. (Bob) Brenner, Buyer  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Bob Brenner in writing at [bob.brenner@shelbycountyttn.gov](mailto:bob.brenner@shelbycountyttn.gov) or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be November 24, 2009 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

**Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.**

### IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **December 2, 2009 @ 3:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

### V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers' shall be notified.

Request for Proposals Released  
Pre-proposal Voice-Conference  
Proposal Due Date  
Notification of Award  
Services to Commence

**Thursday, November 5, 2009  
Tuesday, November 17, 2009 @ 11:00 a.m. (CST)  
Wednesday, December 2, 2009 by 3:00 p.m. (CST)  
January, 2010  
Immediately upon the execution of the contract**

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

## **VI. PROPOSAL CONDITIONS**

### **a. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

### **b. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

### **c. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

### **d. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

### **e. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

### **f. Proposal Validity**

Proposals submitted hereunder will be firm for at least one hundred twenty (120) calendar days from the due date unless otherwise qualified.

**g. Disclosure of Proposal Contents**

Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

**h. LOSB**

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

**LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from

all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts



that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

#### **i. Living Wage**

Shelby County Government Ordinance # 328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

## **VII. GENERAL REQUIREMENTS**

### **a. Background**

Shelby County, Tennessee ("County") believes a strong telecommunications infrastructure is essential to promote business, assist the County in protecting life and property, and meet the communications needs of the County's citizens. The County therefore supports and encourages the use of new state-of-the-art enhanced communications services such as one and two-way paging, Personal Communications Systems ("PCS"), local wireless loop services and a robust, fault-tolerant and redundant network of private branch exchange switches.

However, the County lacks a mode of communication that effectively transmits important information to its citizens. Emergency notifications, Amber Alerts, important crime information, and public announcements require both direct and timely communication. Individual Shelby County Departments such as the Sheriff's Office, Fire Department, Pretrial Services, as well as both General Sessions Criminal and State Criminal Court Clerks, Juvenile Court and various Community Services Agency departments could benefit from auto and predictive dialing technology to directly alert the affected general public of essential concerns.

For example, between July 1, 2008 and December 31, 2008, the Shelby County Sheriff's Office executed a total of 109 action plans to address crime hot spots. Using this as a baseline, administrators of the Sheriff's Office can project an average of seventeen (17) outbound announcements per month that could automatically notify neighborhoods of surges in crime.

Other uses for this feature include weather warnings, local Amber Alerts, HazMat incidents flood evacuations and Homeland Security alerts.

These uses would require an interface to the Shelby County ArcGIS systems, and would function by selecting a defined area (by on-screen polygon, circle, plume etc) and generating a list of numbers in a specific order (North to South etc), for submission to the dialer.

Other benefits which exist for the Shelby County Sheriff's Office involve reducing the epidemic of outstanding misdemeanor warrants generated by municipalities and Juvenile Court. This technology would provide a recorded message advising that a warrant is outstanding and instruct the individual to contact the municipality or Juvenile Court to have it disposed before they are arrested. Since the Sheriff's Office Fugitive Division does not physically house any of these warrants, the person with the warrant is directed to the appropriate agency before Fugitive becomes involved.

According to Shelby County's Jail Management System (JMS), there are over 15,000 outstanding misdemeanor warrants in Shelby County.

Similarly the need exists for phone message notifications to be generated in respect of new misdemeanor citations, advising the party of the time and date scheduled for processing and court appearance.

The Shelby County Fire Department has found a benefit for this technology and has asked to be a collaborative partner for this project. Specifically this project would serve to notify residents of hazardous environments as they occur and what measures they should take for safety. Emergency broadcast systems can provide other safety instructions as well as provide warnings to specific neighborhoods or communities in the event of a threatening event.

Administrators of the Shelby County Pretrial Services, General Sessions Criminal Court Clerk's Office, and the State Criminal Court Clerk's Office communicate this system could be highly beneficial. Pretrial Services provides manual notification on a daily basis to patrons of the criminal justice system typically by reminding defendants at least 7 days before their pending court date. Clerk's Offices for both General Sessions and Criminal Courts could benefit from such a system as they are responsible for collecting outstanding debts. Sample data of volume associated with court dockets yields a daily average of 2,059 calls which would be made daily by both Pretrial Services and respective court clerks to either remind defendants of court dates or to collect on outstanding debts.

Many other departments would use the proposed system for (primarily) outbound calling applications. Such use, although potentially significant in terms of the number of campaigns, is anticipated to a fairly low in volume of calls. These applications include (but are not limited to):

**Juvenile Court**

Employee notifications – open enrollment, TB testing, evaluations etc.

Volunteer Service – Division meetings, special events, reminders, monthly messages and schedules, reminders and court appearance notifications to parents, parenting tips etc.

**Community Services Agencies -**

1. Aging Commission - to share information with the elderly regarding dates/times for information sessions, ways to obtain fans in the summertime, ways to keep warm in the winter, and other elderly assistance.
2. Community Services Agency - to deliver information regarding keeping cool in the summer and warm in the winter, weatherization services, utilities assistance grants, etc.
3. Crime Victims Center - to deliver information about Victim Rights' Week, Victim Rights' Dinner, special counseling sessions, etc.
4. Headstart - to deliver information regarding early school dismissals due to inclement weather or for other emergency situations, special events, such as open house, orientation, etc.
5. Pretrial Services - to deliver information regarding special programs, etc.

Initial indications are that many of the regular, low priority/low volume communications would occur during normal business hours, but that the high-volume campaigns would need to be delivered during the early evening hours from around 5:30pm to 8:30pm.

While all of the above applications identify a requirement for simple outbound calling campaigns with multiple handling options, there are other applications, yet to be quantified, that will require inbound

services utilizing IVR, ACD and/or CTI capabilities. Several of these applications will support the County's various receivables and debt collection processes.

Where appropriate the County would wish to utilize its existing CallPilot and Contact Center programs and expertise.

### **A. System Requirements**

To meet the many business requirements of the departments within Shelby County Government, the County seeks a solution that will provide or be capable of providing services including outbound auto-dialing and predictive dialing with outbound/inbound transfer options to ACD/call-center/CTI, IVR/OLTP. The system should accept data in a variety of formats with polling or data-extraction capabilities from a variety of databases.

1. The proposed solution should support blended outbound/inbound campaigns, with options for email, chat etc.
2. The system should be capable of running multiple concurrent campaigns, with different on-answer rules applied according to the program type.
3. The system should be able to schedule campaigns, and function as an unattended operation.
4. Campaign databases should be offered as a flat file, as an automated import from SQL or similar databases, or extracted using predetermined selection criteria via dynamic interface to County databases.
5. Ideally, the proposed solution will leverage Nortel Contact Center v7 or offer a similar call-management solution utilizing CTI where appropriate.
6. The system should offer pacing options for each concurrent campaign. Either user-defined pacing – to match urgency, trunk capacity etc., or via a pacing algorithm – to match call-taker availability.
7. The proposed solution should offer comprehensive reporting capabilities on all aspects of campaign operations and results.
8. Interface to existing Nortel MPS-500 and other IVR systems.
9. The proposed solution should interface to the County's ArcGIS mapping system, or offer an alternative modular solution to the County's emergency notification needs

### **B. Current Telecommunications Topology**

The County has four primary Nortel switches in various locations within Shelby County, each of which has been upgraded to CS1000 specifications, each with IP connectivity via the County LAN/WAN for load-balancing and failover to a fifth CS1000E at the County's disaster-recovery center. These switches are served by 25 PRI's handling up to four million inbound/outbound calls per month. Traffic studies clearly indicate that, while those PRI's on the four primary switches generally peak below 80% capacity during a normal business day, substantial capacity exists at other times of the day/week for additional telecommunications activities.

Projects to deliver VoIP services to the desktop are in the planning stage, and will coincide with the deployment of a single NXX number-range and internal dialing capabilities across the entire Shelby County Government campus.

During December 2009 the primary CS1000 switches will be upgraded to the following software revision levels:

- Communications Server v6.0 (Justice Center, East Admin, Health & DR Site)
- TM v4.0 (Justice Center – manages all sites)
- CallPilot v5.0 (Justice Center, East Admin, Health)
- Contact Center v7.0 (Justice Center, East Admin)

The County's Information Technology Customer-Support group provides Level 1 & 2 support for all telecommunications services, and has Nortel-trained personnel proficient in utilizing TM to manage basic PBX maintenance, and CallPilot and Contact Center scripting and support.

In addition to the primary CS1000 switches, the county has approximately eighteen (18) smaller switches, primarily NorStar, at various remote locations. Near-future telecommunications strategy is to replace these, either by connecting them to the nearest primary PBX utilizing MPLS for voice and data services, or directly via IP and County-owned fiber.

#### **b. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified provider(s) selected through a competitive process that will work well with the County in the performance of the Services in a manner that is cost-effective and practical. The firm selected must be prepared to begin immediately upon receipt of a Notice to Proceed.

#### **c. Project Time Frame**

The term of the contract will began upon the execution of the contract through June 30, 2010 with three (3) one (1) year renewals with the same terms and conditions. The successful consultant must be prepared to begin immediately upon receipt of a Notice to Proceed.

#### **d. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

#### **e. Selection Criteria**

Each response will be evaluated on the criteria outlined in Section XII of this document. Each bidder should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-545-4336 to obtain the necessary documents and to ask any questions that you may have regarding this information.

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

#### **f. Additional Information and References**

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

### **VIII. AWARD OF CONTRACT**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

### **IX. PURPOSE**

Shelby County Government's objective is to select the best qualified vendor and install a feature-rich and scalable end-to-end turnkey solution for telephony-based communication with its citizens, and award a County-approved contract for same to provide the software product, and to perform the Services and to satisfactorily complete all activities associated with the Services.. The County seeks to partner with an established vendor that will provide ongoing product development and support, including alternative communications methodology that will parallel current and forthcoming contact technologies utilized by the citizenry.

## **Services Required**

Provider(s) will be required to perform the following services:

- a. The proposal should contain a full and complete description of the software, including optimization ability, platform requirements, user interface, additional software requirements, white paper and/or technical documents available, diagram of software components and available demos, including any additional features of the software.
- b. Include detailed descriptions of the how the software will integrate with existing Nortel hardware and applications.
- c. Include details of any customization needed for implementation and use of the software
- d. The proposal should include a complete sample set of all standard reports available from the system.
- c. Proposer must complete the worksheet for support in addition to the questionnaire response.
- d. List separately and define specifics about each level of support available.
- e. Each support definition should include all cost and/or fees associated with initial purchase, each call and renewals.
- f. Include a description of the documentation to be provided with the system.
- g. Include description of any proof of concept demos available and a description of training available.
- h. Document in the worksheet (Exhibit E) the support levels, pricing for each support level, support hours and time regions.
- j. Proposals should include all completed worksheets, Exhibit A –G.

## **Reservation of Rights**

- a. The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.
- b. The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the Accounts.

## **X. CONTRACT REQUIREMENTS**

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### **a. General Requirements**

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.  
  
(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.
4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:
  - (i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
  - (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.



(iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making

f this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), Title XI and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

## **A. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. Responsibilities For Claims And Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

## 2. Insurance Requirements.

### ***Minimum Limits of Insurance***

For all services and operations under this agreement Consultant/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards agencies and commissions shall be named as additional insureds. The insurance shall include coverage for the following:

- a) Premises/Operations
  - b) Products/Completed Operations
  - c) Contractual
  - d) Independent Contractors
  - e) Broad Form Property Damage
  - f) Personal Injury and advertising liability
  - g) Employment Practices Liability
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
- a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Coverage is to include all employees and contracted workers. This policy will include Employers' Liability Coverage for \$500,000 per accident. Waiver of subrogation against the County will be included in the policy.
- 4) *Professional Liability/Malpractice Insurance* - - minimum limit of \$1,000,000 per claim per employee or contracted individual/\$3,000,000 annual aggregate. The consultant/provider should indicate in its bid whether the coverage is provided on a claims-made, or, preferably, on an occurrence basis. If on claims-made basis policy retroactive date is to be no later than the date of this contract. If written on claims-made basis, in event of cancellation the contractor will purchase an unlimited extended reporting period for claims or else purchase new coverage with a retroactive date to cover the dates of this contract and provide evidence of such coverage.

All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

## **B. Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the

funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **XI. PROPOSAL SUBMISSION**

### **A. GENERAL**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 p.m. (CST) on December 2, 2009 at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

### **B. PROPOSAL PRESENTATION**

1. One (1) original copy (clearly identified as original) and eight (8) copies of the proposal are required.

2. The package containing the original must be sealed and marked with the Proposer's name and **"TELECOMMUNICATION SERVICES AUTO-PREDICTIVE DIALING SYSTEM " - RFP #10-011-28"** with due date and time indicated.
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

#### C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. **Please download ALL attachments to this document.** The Proposal Response Sheet and Utilization Report (*required documents*) should be the first two pages of your written response.

1. Cover Page/Proposal Response Sheet – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm
2. Utilization Report
3. Comprehensive Response
  - a. Specifically address all services and information listed in the scope of services (outlined in section IX)
  - b. Outline of how respondent can meet or exceed the minimum requirements
  - c. Detail of how the respondent is qualified to provide the services required and whether your firm will provide the services directly or in conjunction with other firms.
  - d. Detail the techniques, approaches and methods that will be utilized to complete the project including a detailed plan on proposed strategy.
4. Cost and Fees



- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-consultant working in conjunction with your organization on the project.
- b. Explain any assumptions or constraints in a price proposal to perform the services.
- c. Explain any additional charges or fees in the proposal.

## 5. Experience of Respondent

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
- b. A statement of how long the Proposer has provided services similar to the Services requested herein;
- c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

## 6. References

- a. References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;
- b. Information detailing similar projects completed by the bidder within the past three (3) years.

7. Additional Information

- a. A description of any other resources available to the Proposer that will be useful in providing the Services;
- b. A description of the methods used by the Proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.

## **XII. PROPOSAL EVALUATION AND SELECTION**

### **A. EVALUATION PROCESS**

- 1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
- 2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - i. Qualifications of personnel.
    - ii. Ability to present a clear understanding of the nature and scope of the project.

- iii. Project methodology.
- iv. Previous experience with similar projects.
- v. Cost to the Shelby County Government as outlined in the budget estimate.
- vi. Time frame for completion.

### 3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

***Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.***

### B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.

**EXHIBIT A – Product Specifications Worksheet**  
(Use additional pages as required)



**EXHIBIT B – License Modeling Cost by Platform Worksheet**  
(Use additional pages as required)



**EXHIBIT C – Explain APIs Worksheet**  
(Use additional pages as required)



**EXHIBIT D – Training Levels and Description Worksheet**  
(Use additional pages as required)



**EXHIBIT E – Support Levels Description and Cost Worksheet**  
(Use additional pages as required)





**EXHIBIT F – Professional Services Description and Cost Worksheet**  
(Use additional pages as required)



## **EXHIBIT G - Product Questionnaire**

(Respond in addition to narrative in Exhibits)

1. Please provide a detailed description of the proposed solution that will meet the needs of our citizen communications environment.
2. Please describe the system components, including number of trunks, which will comprise your proposed solution. List all computer hardware, telephony related hardware, and software. Please note the items that we must acquire from other sources if you are not proposing a turnkey solution.
3. Describe your implementation plan and how long installation will take from the contract signing date. Include any installation considerations or prerequisites of which the client should be aware.
4. Describe your proposed system support, detailing size of support staff, organization and responsibilities, response time guarantees, location, and sizes of inventories, etc.
5. Describe system maintenance. Performed by whom? How often? At what cost?
6. Describe your approach to training and detail the requirements for user, administrator, and maintenance level proficiency.
7. Can calls be transferred to a supervisor?
8. What are the reporting capabilities? Ad hoc? Real time? History? Cross-campaign?
9. What monitoring capability will be afforded? Voice & data? Remote capability?
10. Can remote call-takers be supported?
11. Does your scripting utilize Nortel Contact Center 7 (preferred, but not mandatory)?
12. Describe the highlights of your scripting, including its branching and reporting characteristics.
13. Can scripting be managed by suitably trained in-house staff?
14. Does the system have the ability to maintain and concurrently call from multiple lists?
15. Can the system provide on-line user help?
16. Does your system support digital voice recording of call-takers? How are the recordings tracked and retrieved?
17. Can the system extract calling lists from existing County databases? How?
18. Do you provide the ability to generate user-defined help? If yes, how does access to it differ from access to system-defined help?

19. Please discuss the database management system provided in the solution you are recommending in this document.
20. Does the system permit ad hoc queries? How is this done and by what part of the system? Can "canned" queries be developed by management? By in-house programmers?
21. Describe the documentation provided when vendor-supplied software changes are made.
22. List any inherent software and/or hardware dependencies that may require purchase or lease of another vendor's software or hardware in conjunction with your system.
23. Describe the programming languages (and the version) used in your system.
24. Does the system provide a graphical user interface (GUI) for the development of scripts and call guides? Please describe.
25. List all policies pertaining to source code ownership and usage.
26. Describe the recovery procedures recommended if the system crashes.
27. Can your system provide for the online verification of credit cards while the customer is still on the phone? Describe the implementation of this type of program. Is this a third-party program? If so, will you support it? Do you currently have any sites that are running one of these programs?
28. Does your system have the ability to detect answering machines? No answers? SIT tones? What are the percentages of the detection for each of these?
29. Does your system have the capability to blend outbound dialing work with other work such as inbound calls, email, web chat, etc.? Describe.
30. Does your system incorporate or interface to a GIS system for data extracts. How? Please describe the methodology.

### **System Security/Recovery**

1. Please describe the features and capabilities of your security system.
2. Describe the different levels of authority in the system.
3. Does your system provide forced periodic password change without repetition?
4. Does it provide brownout protection (no one can get into the system at designated times)?
5. Does the vendor have access to the system? Explain.
6. Does the system provide field level security?
7. Does the system provide screen level security?

8. Can the system sign call-takers on and off the system automatically or with a unique password? Explain.
9. What are the disaster recovery capabilities?
10. Is there a "rollback" capability (in case of communication loss)?
11. What is the backup/restore process? Is there time-stamping of backups?

### **Supervisor Capabilities**

1. Will the a call-center supervisor's console display "real-time" performance on each call-taker, showing attempts, contacts, results, time on phone, etc.? Can it be customized?
2. Can the system monitor individual call-taker statistics even if the call-taker moves to a different workstation?
3. Can the system shadow monitor each call-taker without intruding (both voice and data)?
4. Can the supervisor assist the call-taker as well as monitor the call-taker screen?
5. Can supervisors easily select call-taker screens to be viewed and monitored?
  - Can supervisors perform real time monitoring and adjustments for outbound campaigns? Specifically, can supervisors control the pacing of calling or have system determine the best pacing? Explain.
6. Can supervisors see how many uncalled records remain? Per queue?
7. If desired, can we have more than one supervisor console?
8. Can supervisors access supervisor/management reports on a terminal in their office? Explain.
9. Can a supervisor send a message to a "logged-in" call-taker? Explain.

### **Other Dialer Capabilities**

1. Explain how your system assigns call-takers to campaigns.
2. In a stand-alone system, is ANI available? DNIS?
3. How often do you come out with a new release of your software? What is the past history of your product releases? What are the significant enhancements (new features) that will be available with your next release? When is the next release scheduled to be available?
4. Can the system measure actual talk time?
5. Can system measure call-taker wait time between calls? Explain.
6. Can pacing be independently controlled for each campaign?

7. Can campaigns be modified "on the fly"? In what way(s)?
8. Can the system detect and list records with inaccurate phone numbers?

### **Training**

1. How much on-site and off-site training is included in the base package?
2. Describe all pertinent additional vendor-supplied training and off- site/on-site costs. Include course description and any prerequisites.
3. Are there any class size restrictions if training classes are taught on-site?
4. Do you customize any of your training classes? If so, what additional costs are there?
5. What types of training classes are provided for new releases, and what are their associated costs?
6. Do you provide on-line tutorials?
7. What type of help system is available within the product toll set?
8. Please take this opportunity to briefly describe unique benefits your company can offer and explain total care services your company practices.
9. Please include brochures that describe your product.

### **Architecture**

Please describe/answer the following:

1. Operating systems supported.
2. Minimum system configuration (lines, agents).
3. Maximum system configuration (lines, agents).
4. What trunk-to-agent ratio(s) is/are supported?
5. How are trunks assigned? System wide? By campaign?
6. Does a campaign have to be interrupted to change a trunk?

### **Exceptions**

If any features or functions described above are optional, the Bidder must specifically identify them under the appropriate question in this proposal and include the cost as part of the total price. Bidder may propose, in writing, alternative solutions.

**EXCEPTIONS – Indicate any objections to items in this document**  
(Use additional pages as required)

